

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

RAMONA BROOKS; an Individual

Plaintiff,

vs.

JOHNSON & JOHNSON, a Corporation;  
JOHNSON & JOHNSON CONSUMER  
COMPANIES, INC., a Corporation; IMERY'S  
TALC AMERICA, INC., a Corporation and  
DOES 1 through 50, inclusive.

Defendants.

**PLAINTIFF'S COMPLAINT FOR**

- (1) **STRICT LIABILITY-FAILURE  
TO WARN;**
- (2) **NEGIGENCE TALC;**
- (3) **NEGLIGENCE JOHNSON &  
JOHNSON;**
- (4) **BREACH OF EXPRESS  
WARRANTY;**
- (5) **BREACH OF IMPLIED  
WARRANTY;**
- (6) **NEGLIGENT  
MISREPRESENTATION**
- (7) **NEGLIGENT INFLICTION OF  
EMOTIONAL DISTRESS**

**PLAINTIFF DEMAND JURY TRIAL**

**TO EACH PARTY AND TO THE COUNSEL OF RECORD FOR EACH PARTY:**

PLEASE TAKE NOTICE that Plaintiff RAMONA BROOKS is filing her Complaint against Defendants JOHNSON & JOHNSON, INC; JOHNSON & JOHNSON CONSUMER COMPANIES, INC and IMERY'S TALC AMERICA, INC and DOES 1 through 50 inclusive, further identified as follows:

**THE PARTIES**

1. Plaintiff Ramona Brooks ("Ramona") is a resident of Los Angeles County, California. At all pertinent times, including from approximately 01/01/1968 to 01/01/2001, Ramona purchased and applied talcum powder in the States of California. Subsequently, Ramona was diagnosed with ovarian cancer, which developed in the State of California. Ramona developed ovarian cancer, and suffered effects attendant thereto, as a direct and proximate result of the unreasonably dangerous and defective

1 nature of talcum powder and Defendants' wrongful and negligent conduct in the  
2 research, development, testing, manufacture, production, promotion, distribution,  
3 marketing, and sale of talcum powder. As a direct and proximate result of these injuries,  
4 Ramona has incurred and will incur medical expenses in the future, has endured and  
5 will endure pain and suffering and loss of enjoyment of life, and Ramona has otherwise  
6 been damaged in a personal and pecuniary nature. At all pertinent times, Ramona  
7 applied talcum powder in the States of California.

- 8 2. The Defendant, Johnson & Johnson, is a New Jersey corporation with its principal place  
9 of business in the State of New Jersey.
- 10 3. At all pertinent times, Johnson & Johnson was engaged in the business of  
11 manufacturing, marketing, testing, promoting, selling, and/or distributing the  
12 PRODUCTS. At all pertinent times, Johnson & Johnson regularly transacted, solicited,  
13 and conducted business in all States of the United States, including the State of  
14 California and the County of Los Angeles.
- 15 4. The Defendant, Johnson & Johnson Consumer Companies, Inc. is a New Jersey  
16 corporation with its principal place of business in the State of New Jersey.
- 17 5. At all pertinent times, Johnson & Johnson Consumer Companies, Inc. was engaged in  
18 the business of manufacturing, marketing, testing, promoting, selling, and/or  
19 distributing the PRODUCTS. At all pertinent times, Johnson & Johnson regularly  
20 transacted, solicited, and conducted business in all States of the United States, including  
21 the State of California and the County of Los Angeles.
- 22 6. Johnson & Johnson, Inc. and Johnson & Johnson Consumer Companies, Inc. are  
23 collectively referred to as "Johnson & Johnson" herein.
- 24 7. The Defendant, Imerys Talc America, Inc., f/k/a Luzenac America, Inc., ("Talc") is a  
25 Delaware corporation with its principal place of business in the State of California.
8. At all pertinent times, Imerys Talc America, Inc., f/k/a Luzenac America, Inc., has been  
in the business of mining and distributing talcum powder for use in talcum powder

1 based products, including the PRODUCTS. Imerys Talc is the successor or continuation  
2 of Luzenac America, Inc., and Imerys Talc America, Inc. is legally responsible for all  
3 liabilities incurred when it was known as Luzenac America, Inc.

4 9. Plaintiff is unaware of the true names and capacities of Defendants DOES 1 through  
5 50, inclusive, and for that reason, names said defendants by such fictitious names.  
6 Plaintiff will amend this Complaint to state the true names and capacities of the  
7 fictitiously named defendants when such information is ascertained. Plaintiff is  
8 informed and believes, and thereon alleges, that the fictitiously named Defendants are  
9 responsible in some manner for the occurrences herein alleged and for the damages  
10 sustained by Plaintiff as herein alleged. Defendants DOES 1 through 10, inclusive,  
11 have, or claim to have an interest in the property subject to the trust deed described  
12 below.

13 10. This Court has jurisdiction over Defendants because they do business in and have  
14 extensive contacts with Los Angeles County.

15 11. All causes of action stated herein arose in Los Angeles County, California because  
16 Defendants conduct activities in the City of Los Angeles. Accordingly, venue of this  
17 action is proper pursuant to California Code of Civil Procedure §393.

### 18 19 **STATEMENT OF FACTS**

20 12. In this case, Ramona was born into the era of Johnson & Johnson baby powder.

21 13. In January of 1968 at the prime toddler age Ramona's mother frequently used the  
22 Johnson & Johnson powder in her vaginal area.

23 14. Thereafter, Ramona believed that the use of Johnson & Johnson baby powder was a  
24 "tradition" was handed down to me as a young girl and continued on throughout my  
25 life as an adult.

1 15. Specifically, Ramona remembers being taught to bathe with soap and water, dry off  
2 with a towel, and place power my vaginal area with Johnson and Johnson baby powder  
3 to be fresh.

4 16. From the 1970's to recently the commercials of Johnson & Johnson power product was  
5 well known for use on the female body.

6 17. Furthermore, at that time the issues and problems of the Johnson & Johnson baby  
7 powder were unknown and undiscovered until recently.

8 18. Nonetheless, shockingly, Ramona began to have very heavy periods where she would  
9 need to take off from school then later take off from work during her cycle because of  
10 an extremely heavy flow and excruciating pain.

11 19. Once Ramona got married, she tried to conceive only to lose her child then  
12 unfortunately, her husband divorced her because he wanted to start a family but  
13 Ramona was unable to give her a child.

14 20. Thereafter Ramona had two miscarriages in my life and often wondering why it was so  
15 hard for her to conceive and carry children.

16 21. Ramona's medical records provides evidence of partial hysterectomy numerous tumors,  
17 in fact one of the tumors was the size of a four month old fetus in her womb.

18 22. After enduring excruciating pain, Ramona finally conceded and had her uterus  
19 removed.

20 23. Most importantly, Ramona's doctor informed Ramona that she aware of similar cases  
21 involving cancer and talcum powders, specifically the use of Johnson & Johnson baby  
22 powder.

23 24. The doctor diagnosed that due to the use of Johnson & Johnson baby powder caused  
24 the migration of asbestos in talcum powder which attaches itself and causes cancerous  
25 cells to form in the uterus and ovaries of the female organs including my uterus organs.

25 25. After the doctor's diagnosis, Ramona requested that an examination of her uterus tissue  
in order to discover the root reasons and cause for her inability to procreate.

1 26. Unfortunately, the examination confirmed Ramona's suspicions, however, the  
2 suspicions became facts that the tissue was cancerous and infected due to the use of the  
3 Johnson & Johnson baby powder.

4 27. Thus, Ramona believes that Johnson & Johnson as well as Talc is accountable for  
5 knowingly keeping a product on the market that was causing harm to women

6 28. Johnson & Johnson reckless acts of putting profits before public health is an erosion of  
7 the public trust that has tremendously and negatively impacted Ramona's life.

8 29. Due to the acts of Johnson & Johnson and Talc cause a permanent disability by severely  
9 damaging her uterus which has to be completely removed because of the tumors in her  
10 uterus.

11 30. As a result Ramona is permanently damages for life.

12 31. Further as a result of negligent and other wrongful conduct Ramona endures an  
13 irreparably harm due to the use of the contaminated Johnson & Johnson powder  
14 ("powder").

15 32. Thus, Plaintiff files this case to redress her harm and damages against the Defendants.

16 **FIRST CAUSE OF ACTION**

17 **STRICT LIABILITY – FAILURE TO WARN**  
18 **(Against All Defendants)**

19 33. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
20 general allegations and all previous paragraphs of all previous sections and causes of  
21 action this Complaint, inclusive, as though fully set forth herein.

22 34. Ramona establishes a prima facie claim for strict liability because she was injured by  
23 the Defendants product while using said product as intended for reasonable use.

24 35. It is clear and uncontestable that Defendants manufactured, mass distributed and  
25 massively sold the powder nationally and internationally.

1 36. Defendants' powder has the potential risk of a devastating side effect that were known  
2 or should have been known at the time that Defendants decided to manufacture and  
3 massively sale said product.

4 37. Further, the potential risks of the powder presented a substantially danger when the  
5 powder is properly used in its' intended foreseeable way.

6 38. It is obvious that Ramona and other consumers did not recognize the potential risks and  
7 side effects that would result from the use of the powder.

8 39. Defendants indeed failed to warn consumers, including Ramona, of the potential side  
9 effects and risks that could occur upon use of the powder. Most, importantly there was  
10 no warning that the powder could cause uterus cancer and tumors.

11 40. It is clear that the average consumer did not recognize the potential risk of using the  
12 powder.

13 41. Defendants failed to adequately warn the Ramona of the potential harm and risk that  
14 could occur in her reproductive system.

15 42. Defendants' lack of properly communicating genuine instructions and bona fide  
16 warnings to the Ramona were a substantial factor in causing Ramona's permanent  
17 injuries and harm.

18 43. Ramona's harm was so extensive that she had to receive surgery to remove her entire  
19 uterus thus eliminating the possibly of being able to have children.

20 44. Thus, due to the use of Defendants' powder, Plaintiff has incurred, and will continue to  
21 incur, medical, and related expenses.

22 45. As a result of Defendants' failure to warn, Plaintiff has been damaged and has suffered  
23 damages in an amount in excess of \$25,000.00.

24 **SECOND CAUSE OF ACTION**  
25 **NEGLIGENCE**  
**(Talc)**

1 46. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
2 General Allegations and all previous paragraphs of all previous sections and Causes of  
3 Action this Complaint, inclusive, as though fully set forth herein.

4 47. Ramona claims that she was harmed by Talc's negligence and Talc should be  
5 responsible for the harm she incurred in this matter.

6 48. At all pertinent times, Talc had a duty to exercise reasonable care to consumers,  
7 including herein, in the design, development, manufacture, testing, inspection,  
8 packaging, promotion, marketing, distribution, labeling and/or sale of the powder.

9 49. At all pertinent times, Talc manufactured and sold talc to the Johnson & Johnson  
10 Defendants, which it knew and/or should have known was then being packaged and  
11 sold to consumers as the powder by the Johnson and Johnson Defendants.

12 50. Further, Talc knew and/or should have known that consumers of the powder were using  
13 it to powder her private body regions.

14 51. At all pertinent times, Talc knew or should have known that the use of talcum powder  
15 used in the private area significantly increases the risk of ovarian cancer.

16 52. Moreover, Talc knew or should have known that Johnson & Johnson was not providing  
17 warnings to consumers that the use of the powder could cause the risk of ovarian cancer  
18 therein.

19 53. Talc was negligent in providing talc to the Johnson & Johnson Defendants, when it  
20 knew or should have known that the talc would be used in the powder, without  
21 adequately taking steps to ensure that consumers of the powder, received the  
22 information that talc possessed carcinogenic properties, which could cause risk of  
23 causing ovarian cancer.

24 54. As a direct and proximate result of Talc's negligence, Ramona purchased and used, as  
25 aforesaid, the powder directly and proximately caused Ramona to develop ovarian  
cancer.

1 55. Ramona incurred medical bills, lost wages, and conscious pain and suffering and severe  
2 depression.

3 56. Talc's negligence caused harm to the Ramona.

4 57. Ramona, without any alternative was forced to remove her entire uterus because of the  
5 unfortunate results of using the powder.

6 58. Talc's negligence was as a direct and proximate cause of Ramona's damages.

7 59. Talc indeed caused the harm to Ramona.

8 60. As a further proximate result of the dangerous powder, Ramona has incurred, and will  
9 continue to incur, medical and related expenses.

10 61. As a result of Talc's negligence, Plaintiff has been damaged and has suffered damages  
11 in an amount in excess of \$25,000.00.

12 **THIRD CAUSE OF ACTION**  
13 **NEGLIGENCE**  
14 **(Johnson & Johnson)**

15 62. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
16 General Allegations and all previous paragraphs of all previous sections and Causes of  
17 Action this Complaint, inclusive, as though fully set forth herein.

18 63. Ramona claims that she was harmed by Johnson and Johnson's negligence and Johnson  
19 & Johnson should be responsible for the harm she incurred in this matter.

20 64. At all times, Johnson & Johnson had a duty to exercise reasonable care to consumers,  
21 including herein, in the design, development, manufacture, testing, inspection,  
22 packaging, promotion, marketing, distribution, labeling and/or sale of the powder.

23 65. At all pertinent times, Johnson & Johnson were negligent in marketing, designing,  
24 manufacturing, producing, supplying, inspecting, testing, selling and/or distributing the  
25 powder.

66. Further, Johnson and Johnson had numerous negligent failures: failing to warn Ramona  
of the hazards associated with the use of the powder; failing to properly test the powder



1 to determine adequacy and effectiveness or safety measures prior to releasing the  
2 powder for consumer use; failing to properly test the powder to determine the increased  
3 risk of ovarian cancer during the normal and/or intended use of the powder; failing to  
4 remove the powder from the market when Johnson & Johnson knew or should have  
5 known the powder were defective; failing to inform Ramona and other consumers the  
6 known dangers of using the powder; failing to advise Ramona how to prevent or reduce  
7 exposure that caused increased risk for ovarian cancer.

8 67. Here, Johnson & Johnson knew or should have known that the use of the powder used  
9 in the private area significantly increases the risk of ovarian cancer.

10 68. Moreover, Johnson & Johnson knew or should have known that it was not providing  
11 warnings to consumers that the use of the powder could cause the risk of ovarian cancer  
12 therein.

13 69. Johnson & Johnson knew or should have known that the powder was unreasonably  
14 dangerous, defective and detrimental when reasonable used for the powder's proper  
15 purpose.

16 70. As a direct and proximate result of Johnson & Johnson's negligence, Ramona  
17 purchased and used the powder; and that powder directly and proximately caused  
18 Ramona to develop ovarian cancer.

19 71. Ramona incurred medical bills, lost wages, and conscious pain and suffering and severe  
20 depression.

21 72. Johnson & Johnson's negligence caused harm to the Ramona.

22 73. Ramona, without any alternative was forced to remove her entire uterus because of the  
23 unfortunate results of using the powder.

24 74. Johnson & Johnson's negligence was as a direct and proximate cause of Ramona's  
25 damages.

75. Johnson & Johnson indeed caused the harm to Ramona.

1 76. As a further proximate result of the dangerous powder, Ramona has incurred, and will  
2 continue to incur, medical and related expenses.

3 77. As a result of Johnson & Johnson's negligence, Plaintiff has been damaged and has  
4 suffered damages in an amount in excess of \$25,000.00.

5  
6 **FOURTH CAUSE OF ACTION**  
7 **BREACH OF EXPRESS WARRANTY**  
8 **PRODUCT LIABILITY, MANUFACTURING OR DEFECT**  
9 **(Against Johnson & Johnson)**

10 78. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
11 General Allegations and all previous paragraphs of all previous sections and Causes of  
12 Action this Complaint, inclusive, as though fully set forth herein.

13 79. Ramona states that Johnson & Johnson failed to adhere to its express warranty for use  
14 of the powder.

15 80. Johnson & Johnson expressly warranted, through direct-to- consumer marketing,  
16 advertisements, and labels, that the powder was safe and effective for reasonably  
17 anticipated uses, including use by women in private areas of the body.

18 81. However, the powder was unsuitable and definitely unsafe which is very contrary to  
19 Johnson and Johnson's statements and promises.

20 82. Johnson & Johnson over numerous years made several statements including facts and  
21 promises via marketing and advertisement to Ramona to induce Ramona into buying  
22 and paying for the powder.

23 83. The powder did not conform to these express representations because they cause serious  
24 injury when used by Ramona in the private areas of her body which ultimately formed  
25 into ovarian cancer.

26 84. Although, Johnson & Johnson incessantly stated and marketed that the powder was safe  
it is clear that said statements were fallacies.

1 85. As a direct and proximate result of Johnson & Johnsons breach of express warranty,  
2 Ramona purchased and used the powder that directly and proximately caused each her  
3 to develop ovarian cancer.

4 86. Ramona incurred medical bills, conscious pain and suffering as well as permanent  
5 injury to her reproductive system.

6 87. Defendants' breach of express warranty resulted in Plaintiff incurring, and will continue  
7 to incur, medical and related expenses.

8 88. As a result of Johnson & Johnson's breach of the express warranty, Plaintiff has been  
9 damaged and has suffered damages in an amount in excess of \$25,000.00.

10  
11 **FIFTH CAUSE OF ACTION**  
12 **BREACH OF IMPLIED WARRANTY**  
13 **MERCHANTABILITY**  
14 **(Against Johnson & Johnson)**

15 89. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
16 General Allegations and all previous paragraphs of all previous sections and Causes of  
17 Action this Complaint, inclusive, as though fully set forth herein.

18 90. Ramona states that the powder failed to have the quality that any buyer would  
19 reasonably expect.

20 91. Throughout her lifetime, Ramona used the powder daily.

21 92. Ramona regularly and habitually purchased the powder from Johnson & Johnson.

22 93. That at the time of the numerous purchases of the powder Johnson & Johnson was in  
23 the business of selling the powder to Ramona and other consumers.

24 94. Unfortunately the powder was never fit for the ordinary purpose for the use expected  
25 which is the use of said powder on the body; specially use on the private parts of the  
body.

1 95. Johnson & Johnson were fully aware, knew and had ample reason to know that Ramona  
2 was relying on Johnson & Johnson's expertise to provide a safe powder that cans be  
3 used in the private parts of her body.

4 96. However, much to Ramona's dismay, the powder was and is unsuitable for customer  
5 use as advertised because said proper use causes ovarian cancer and tumors.

6 97. Roman sustained severe injuries, including surgeries, removal of large tumors as well  
7 as the removal of her entire uterus which were all breached of the implied warranty  
8 given by Johnson & Johnson.

9 98. Johnson and Johnson breach of implied warranty resulted in Ramona incurring, and  
10 will continue to incur, medical and related expenses.

11 99. As a result of Defendants' breach of the implied warranty, Plaintiff has been damaged  
12 and has suffered damages in an amount in excess of \$25,000.00.

13  
14 **SIXTH CAUSE OF ACTION**  
15 **NEGLIGENT MISREPRESENTATIONS**  
16 **(Against All Defendants)**

17 100. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
18 General Allegations and all previous paragraphs of all previous sections and  
19 Causes of Action this Complaint, inclusive, as though fully set forth herein.

20 101. Ramona fervently claims that she was harmed due to the Defendants negligent  
21 misrepresentations.

22 102. It is clear and uncontested that the Defendants manufactured, marketed, sold  
23 the powder to the general public.

24 103. Defendants, additionally, made statements and represented to Ramona that the  
25 powder was safe to use on her private areas of her body.

104. It is obvious from the facts stated herein the Defendants' representation were false  
and not true.

1 105. Although, the Defendants may have believed that the representation was true,  
 2 Defendants had no reasonable grounds for believing that the representations  
 3 made regarding the powder were true when Defendants made said  
 4 representations.

5 106. Defendants intended that Ramona would rely on this representations and buy the  
 6 powder.

7 107. Ramona reasonably relied on the Defendants' representations about the safety of  
 8 using the powder.

9 108. Ramona's harm was so extensive that she had to undergo surgery to remove her  
 10 entire uterus.

11 109. Ramona's reliance on the Defendants' misrepresentations were indeed a  
 12 substantial factor that cause Ramona's harm to her reproductive system.

13 110. Plaintiff has incurred, and will continue to incur, medical, and related expenses.

14 111. As a result of Defendants' failure to warn, Plaintiff has been damaged and has  
 15 suffered damages in an amount in excess of \$25,000.00.

16  
 17 **SIXTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATIONS**  
**(Against All Defendants)**

18 112. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
 19 General Allegations and all previous paragraphs of all previous sections and  
 20 Causes of Action this Complaint, inclusive, as though fully set forth herein.

21 113. Ramona claims that the Defendants' negligent acts and conduct caused Ramona to  
 22 suffer serious emotional distress; the physical pain was excruciating but the mental  
 23 stress exacerbated Ramona's mental anguish.

24 114. Defendants' conduct was outrageous and reckless.  
 25

1 115. Defendants' negligently failed to give care and warning about the terrible side  
2 effects of the powder when ultimately the powder failed to be a safe for use for  
3 Ramona.

4 116. Defendants acted with reckless disregard and outright unconsciousness regarding  
5 the fact that Ramona would suffer cancerous injuries thus simultaneously causing  
6 Ramona to endure emotional distress.

7 117. Defendants' greed caused irrational behavior by failing to make a safe powder.

8 118. Defendants were undoubtedly extremely and recklessly negligent with Ramona  
9 and the general public.

10 119. That Ramona incurred physical and mental damages from Defendants' acts and  
11 omissions in this matter.

12 120. That Ramona suffered serious emotional distress after the terrifying and traumatic  
13 experiences she endured after use of the powder.

14 121. Defendants acted maliciously and oppressively, in negligent disregard of  
15 Ramona's rights and safety thus negligently causing emotional harm to Ramona.

16 122. Ramona suffers severe emotional distress for the destruction of her reproductive  
17 system.

18 123. In this instance Defendants reckless disregard caused Ramona's serious emotional  
19 distress.

20 124. Defendants' negligent conduct, Ramona experiences mental anguish as well as  
21 physical pain.

22 125. Defendants' negligently caused emotional distress which resulted in Ramona  
23 incurring, and will continue to incur, medical and related expenses.

24 126. As a direct and proximate result of Defendants' conduct, Ramona suffered general  
25 damages in an amount to be determined by proof at trial.

127. As a result of Defendants' breach of the implied warranty, Plaintiff has been  
damaged and has suffered damages in an amount in excess of \$25,000.00.

1  
2 **WHEREFORE**, Plaintiff, Ramona Brooks, prays for judgment against Defendants  
3 as follows:

- 4  
5 1. For general damages according to proof;  
6 2. For medical and related expenses according to proof;  
7 3. For loss of earnings according to proof;  
8 4. For punitive damages according to proof;  
9 5. For costs of suit herein incurred;  
6. For prejudgment interest;  
7. For post judgment interest; and  
8. For such other and further relief as the court may deem just and proper.

10 **JURY DEMAND**

11 Plaintiff demands that all issues in this case be tried by a jury in accordance with the  
12 Seventh Amendment of the United States Constitution, and pursuant to Rule CCP§631 of  
the California Code of Civil Procedure.

13  
14 **Respectfully Submitted,**

15 **LENTO LAW GROUP, P.C.**

16 

17 By: \_\_\_\_\_

18 Joseph D. Lento, Esquire  
Lento Law Group, P.C.  
3000 Atrium Way – Suite 200  
Mt. Laurel, NJ 08054  
T: 856-652-2000  
[Jdlento@lentolawgroup.com](mailto:Jdlento@lentolawgroup.com)  
*Attorneys for Plaintiff*

19 Dated: March 26, 2021

20  
21 **LAW OFFICES OF THEIDA SALAZAR**

22  
23 By: Theida Salazar /s/

24 THEIDA SALAZAR (Pro Hac to be applied for)  
2140 North Hollywood Way, #7192  
Burbank, California 91510  
T: 818.433.7290  
[salazarlawgroup@gmail.com](mailto:salazarlawgroup@gmail.com)  
*Attorneys for Plaintiff*

25 Dated: March 26, 2021